

**INVITATION FOR BIDS
IFB**

Issue Date: December 10, 2012 IFB #: 724-13029-1

Title: **WASTE/TRASH/REGULATED MEDICAL WASTE, REMOVAL,
DISPOSAL AND RECYCLING SERVICES**

Commodity Code: 95896

Issuing/Using Agency
And Location Where Work
Will Be Performed: Commonwealth of Virginia
Catawba Hospital
P. O. Box 200
5525 Catawba Hospital Drive
Catawba, Virginia 24070-0200

Period of Contract: From **JANUARY 1, 2013** Through **DECEMBER 31, 2013** *(Renewable).

Sealed Bids Will Be Received Until 3:00 p.m., **DECEMBER 21, 2012** For Furnishing Services Described Herein and Then Opened In Public.

Submit Comments/Questions:	Interested parties may submit written comments or questions on any aspect of the IFB on or before <u>3:00 p.m., Monday, December 17, 2012</u> . Please submit your comments and questions to Robyn Wright by email: robyn.j.wright@dbhds.virginia.gov . No other questions will be responded to if received <u>after</u> the 3:00 p.m., Monday, December 17, 2012 deadline.
Copies of IFB and Answers to submitted Questions:	May be obtained at www.dbhds.virginia.gov . Click on link to Procurement and then click on link for Administrative Office and Facilities > Solicitations and Contracts and look for the solicitation number assigned: <u>IFB 724-13029-1</u> .
Pre-proposal Conference:	No Pre-Proposal Conference is scheduled.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO:

CATAWBA HOSPITAL, OFFICE OF PURCHASING & CONTRACTING, BUILDING 16,
5525 CATAWBA HOSPITAL DRIVE, CATAWBA, VIRGINIA 24070-0200

In Compliance With This Invitation For Bids And To all The Conditions Imposed Therein, The Undersigned Offers and Agrees To Furnish Services At The Price(s) Indicated In Attachment B, Pricing Schedule.

LICENSED #:		SPECIALTY:	
Name and Address of Firm:	Date:		
	Signature:		
	Printed Name:		
	Title:		
	Phone:	Fax:	
FEI/FIN Number ¹ :	E-Mail:		
State Corporation Commission (SCC) Number² :			
Are You A Registered eVA Procurement Vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No Date Completed:			
Are You A Certified Small, Woman, or Minority Vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No Certification No.:			
Do you accept Credit Cards (i.e. VISA) as a form of payment? <input type="checkbox"/> Yes <input type="checkbox"/> No			

¹Contractor is **REQUIRED** to provide a Federal Employer Identification Number, a Federal Identification Number or, in the absence of these numbers, his Social Security Number. This information is being collected for IRS reporting. ²Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the SCC identification number.

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Note: this public body does not discriminate against faith based organizations in accordance with Code of Virginia § 2.2-4343.1 or against a Bidder because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.

I. PURPOSE

The purpose of this Invitation for Bids is to establish a term contract with one (1) qualified source, hereafter referred to as the “Contractor”, to provide Refuse Collection Service including Regulated Medical Waste and Recycling Services, for Catawba Hospital hereafter referred to as the “Hospital”, 5525 Catawba Hospital Drive, Catawba, Virginia, 24070, an Agency of the Commonwealth of Virginia. The period of the contract shall be for one (1) year with the option to renew for four (4) additional one (1) year periods.

II. SCOPE OF SERVICES

A. The Contractor shall furnish all labor, equipment, supervision, materials, landfill fees, and supplies necessary to accomplish the collection and disposal of refuse generated by Catawba Hospital. All work shall be coordinated with the Hospital Contract Administrator, Greg Tyndall or his designee, hereafter referred to as the “Contract Administrator”, or her designee.

1. GARAGE/TRASH REMOVAL AND DISPOSAL:

- 1.1 All refuse removed from Catawba Hospital shall be disposed of in a State approved sanitary landfill. The Contractor shall provide evidence the landfill has been approved by the Department of Health and/or the Department of Environmental Quality. All materials designated to be recycled shall be processed through an approved recycling facility.
- 1.2 The Contractor shall provide one refuse container designed for heavy trash service. Specifications on this unit: steel, self-contained, liquid tight compactor unit with a minimum capacity of 30 cubic yards. Compactor to be equipped with oil heater, deadman start button, dog house hopper with rear door, hand and toe rails, 15 ft. container guide with capacity for double end pick-up. Unit to be Marathon Equipment Company Model RJ100-SC or approved equal. The Director of Purchasing and Contracting will determine if the proposed compactor unit is an approved equal of the model specified.

<u>CONTAINER TYPE</u>	<u>CAPACITY CUBIC YARDS</u>	<u>PICK-UP FREQUENCY</u>
RJ100-SC	30	On Call Basis

For the stationary self-contained compactor unit (for trash), the Agency will provide the electrical connection consisting of 240 volt, 3 phase, 50 amp, snubbed at ground level. The Contractor shall provide flexible connector to the stationary compactor unit. The Contractor shall maintain accurate records/weights of all non-recyclable material processed from the stationary self-contained compactor, and shall provide such information upon request by the Agency.

- 1.3 Occasionally, the Agency will require the use of an “open-top” 30-yard container for special projects. The Agency will contact the vendor on an “as needed” basis when this unit is required.

2. REGULATED MEDICAL WASTE DISPOSAL:

- 2.1 Regulated medical waste may include but is not limited to: pathological waste, etiological agents, blood and blood products, used sharps, and other solid waste. The Agency will not include any hazardous materials deemed to be radioactive, explosive, or toxic as defined by the Virginia Department of Environmental Quality.

The volume of regulated medical waste generated at Catawba Hospital estimated to be three (3) corrugated cartons of 17” x 17” x 23” dimensions per pick-up with an estimated capacity of approximately 28.7 gallons per box. These are estimates provided in good faith and the Agency makes no guarantees of waste quantity either by volume or gallons.

- 2.1.1 The Contractor will provide on-site collection and off-site disposal of regulated medical waste. Disposal shall be via either an incineration method or utilization of a sterilization/autoclaving method. ***The Contractor shall specifically identify the method of disposal, the location of the treating facility and the disposal location on the Pricing Schedule.***

- 2.1.2 To ensure compliance with Code of Virginia (9VAC20-120) Regulated Medical Waste Management Regulations, the Contractor shall pick-up regulated medical waste from Catawba Hospital, Building 17, Carroll Building, Room 005, weekly (preferably on Fridays) but not to exceed seven (7) days between pick-ups, unless Catawba has notified the Contractor that no site pick-up is necessary. At the time of award, the Contractor shall provide a timeframe for notification of no pick-up; name of personnel to notify; and telephone number. Leaving a message for the Contractor will not be acceptable. The Contractor shall provide a 24-hour response time to the Agency for special/emergent pick-ups.
- 2.1.3 The Contractor shall dispose of the regulated medical waste picked up from Catawba Hospital via treatment by the identified method and disposal of residue. Either method of disposal shall be in accordance with applicable Federal and State laws and rules and U.S. Environmental Protection Agency (40CFR Part 261 by reference), the State Department of Environmental Quality.
- 2.1.4 The Contractor shall provide all the necessary materials and supplies for the packaging and proper labeling of the regulated medical waste in accordance with applicable federal and state rules and regulations. The Contractor shall provide **in-service education** to appropriate Agency staff on the proper packaging, labeling, handling and storage of regulated medical waste prior to pick-up by the Contractor. This **in-service** shall take place prior to the first scheduled pickup. In-service should be coordinated with the Contract Administrator.
- 2.1.5 The Contractor shall load packaged boxes of regulated medical waste and transport the RMW in accordance with the Commonwealth of Virginia Department of Environmental Quality's guidelines (VR672-40-01 and 49 CFR Part 173) and/or the Department of Transportation (DOT) regulations for the transport of regulated medical waste. ***Contractor shall provide proof as registered transporter.*** This proof shall be a copy of the Contractor's certificate form with registration number from the Commonwealth of Virginia of Environmental Quality.
- 2.1.6 **The Contractor shall provide documentation of regulated medical waste disposal within one week of disposal as per applicable regulations. Documentation shall include a manifest, at a minimum, that contains the following:**
- a. **Date and time of receipt of RMW by transporter.**
 - b. **Date and time of receipt of RMW at the treatment site.**
 - c. **Date and time of RMW disposal.**
 - d. **Gallons of RMW taken for proper disposal and number of boxes/containers.**
- 2.1.7 **The Contractor shall be responsible for the clean up of any spills that occur during loading and transportation.** Additionally, the Contractor shall be responsible for the proper containerization, transportation, and disposal of all spill, clean-up and residue materials generated during the clean up. The Agency shall be responsible for the repackaging and clean up any spill or leaking container prior to the start of loading by the Contractor.
- 2.1.8 The Contractor shall be responsible for the compliance with all state and federal regulated medical waste management regulations in effect and/or promulgated after the effective date of the resulting contract. **The Contractor shall submit a written statement to the Agency indicating to the best of their knowledge compliance with all state and federal waste management regulations.**

3. RECYCLING SERVICES:

The Contractor shall provide all supervision, equipment, labor, and materials required to perform refuse recycling services for cardboard, mixed paper, and mixed metal cans. The models of the following units will be left to the discretion of the Contractor, but must meet with Agency approval.

<u>CONTAINER</u> <u>TYPE</u>	<u>CAPACITY</u> <u>CUBIC YARDS</u>	<u>PICK-UP</u> <u>FREQUENCY</u>
Self-Contained Compactor:	30	On Call Basis

Side-feed Doghouse Style
(For Cardboard)

Recycling Container:
One Compartment For Mixed Paper

30 Cu.Yd. Box

On Call Basis

(NOTE: At this time, the Agency has chosen not to separate out tin cans for recycling purposes, but reserves the right to reinstate the program).

Both recycling containers must fit on a 24-foot x 24-foot concrete pad with 5 to 6 feet of space between the two containers. The Contractor shall provide signs for outside of containers and shall adapt compartment size to Agency needs.

3.1 The Contractor shall assist the Agency in its recycling program by maintaining and rendering accurate records of the quantities of recycled material processed from each designated container. Such records shall be provided to the Agency on a monthly basis.

3.2 The Contractor shall sell the Agency's recyclable materials (cardboard, mixed metal cans, and mixed paper) at market value and return the income to the Agency in a manner prescribed by the Agency. The Contractor shall provide accurate records of the buyer of the materials, the poundage sold, and the price received per pound for each type of recyclable material.

If the recycling facilities will not buy a recyclable material (such as mixed paper), but assess a charge to recycle such material, then the Agency will pay the Contractor the **lesser** of:

- 3.2.1. The charge per ton for recycling the material;
- 3.2.2. The charge per tone to deliver the material to a landfill.

In either case, charge/delivery tickets shall be provided to the Agency with the Contractor's invoice. Preference will be given to Bidders who do not assess charges to the Agency for recycling any of the Agency's recyclable material.

4. CONTAINER LOCATION/PICK-UP:

4.1 Units shall be located at Building 16 (other locations as needed) and shall be picked up within 24 hours of notification, transported to the landfill (selected by Contractor), emptied of all waste/debris, and returned and reinstalled in its designated location on the same day of pick-up. The Contractor shall pick-up, remove, and return containers during regular operating hours as required. The Agency's regular operating hours are 7:30 A.M. to 5:00 P.M., Monday through Friday. The same procedure shall apply for units containing recyclable materials.

4.2 The Contractor shall pick-up and removes refuse and recycling containers on an **on call basis**. The primary Agency contact person for scheduling purposes is Mr. Greg Tyndall or his designee.

5. CONTAINER CONDITION:

5.1 The Contractor shall install a Sonozaire Odor Neutralizer, or approved equal, to the stationary self-contained compactor unit. In addition, the Contractor shall provide one steam cleaning of the stationary compactor unit each summer at a date mutually agreed upon by the Contractor and the Agency. The Contractor shall also disinfect all containers monthly to maintain a healthy and odor-free environment.

5.2 The Contractor shall maintain all containers in good repair and appearance at all times. The Contractor shall:

- Repair and repaint containers as necessary.
- Provide substitute containers when maintenance or repair is being performed on containers normally provided.
- Exchange containers at no additional cost if the Agency determines containers are unsightly, damaged or unusable.

6. The Agency reserves the right to add or delete containers as needed at the firm unit prices indicated in Section VII, Pricing Schedule. Contractor may be required to move containers to different locations at no additional cost.
7. The Contractor shall provide competent drivers who possess a valid COMMERCIAL driver's license and an adequate number of personnel on each compactor truck to insure that refuse is loaded properly and to insure cleanliness of the refuse staging area.

The Contractor shall insure that its employees are uniformed and identified as such. Catawba Hospital reserves the right to refuse to accept services from any personnel deemed by the Agency to be unqualified, disorderly, or otherwise unable to perform assigned work. The Contractor shall remove any such personnel from service at Catawba Hospital.

8. The Contractor shall be responsible for ensuring that the Agency's premises are not disturbed by refuse collection. Spilled trash, leaks of hydraulic oil, lubricants, etc. from the vehicle shall be cleaned up immediately by the Contractor's driver.
9. Should inclement weather conditions or problems beyond the control of the Contractor interrupt or delay service, the Contractor shall immediately:
 - Advise the Agency of the stoppage or delay, and
 - Advise the Agency of the alternate pick-up day.

III. CONTRACT ADMINISTRATION

1. Greg Tyndall, Executive Housekeeper, shall be the Contract Administrator for Catawba Hospital. Mr. Tyndall's office is located in the Carroll Building, Building 17, 2nd Floor, and may be contacted by telephone at 540-375-4222 or by facsimile at 540-375-4320.
2. In the past year, the Agency generated approximately 212.02 tons of landfill waste, 14.10 tons of cardboard, 7.99 tons of mixed paper and metal cans. These figures are given for reference information only.

IV. GENERAL TERMS AND CONDITIONS:

- A. VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced in writing and signed by the parties.
- I. CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:**
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
 2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (i) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (ii) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

- R. INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence.
- S. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) and DBHDS website (www.dbhds.virginia.gov) for a minimum of 10 days.
- T. DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- U. NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- V. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

1. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
2. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments. Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- W. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
- Y. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

V. **SPECIAL TERMS AND CONDITIONS**

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
- C. **AWARD TO OTHER THAN THE LOWEST PRICED BIDDER(S):** An award(s) will be made to the lowest responsive and responsible bidder(s) however; the award may be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
- D. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **BID EVALUATION PROCEDURES:** Bid shall be in the form of a firm unit price for each item during the contract period. To determine the lowest responsible bidder, the bids will be evaluated on the following basis:

Refuse collection:

- | | | |
|----|---|----------------|
| 1. | Compactor Rental | \$ _____/Month |
| 2. | Haul Charge for Landfill Disposal | \$ _____/Trip |
| 3. | Rental for Compactor for Recycled Cardboard | \$ _____/Month |
| 4. | Rental for Two Compartment Container | \$ _____/Month |
| 5. | Haul Charge for Recycled Material | \$ _____/Trip |

Regulated Medical Waste:

- | | | |
|----|--|--------------|
| 1. | Cost per box (including all supplies/transportation)
(This cost shall be all inclusive) | \$ _____/Box |
|----|--|--------------|

NOTE: THE BIDDER IS NOT REQUIRED TO FILL IN THESE BLANKS, THIS EXAMPLE IS INTENDED TO SHOW THE PROCEDURE TO BE USED.

- F. BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
- G. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- H. CONFIDENTIALITY:** As a condition of being awarded a service contract with Catawba Hospital, an Agency of the Commonwealth of Virginia, all Contractors must agree to hold in confidence any patient-related information received directly or indirectly, on site or elsewhere, in the course of carrying out contractual services, and to maintain this confidentiality following the termination of the contract. Vendors are also held responsible for ensuring that any of their employees involved in providing contractual services to the hospital know and comply with these confidentiality requirements. Each employee, present and future, providing the specified services to Catawba Hospital must sign a Confidentiality Agreement (Attachment D). The Contractor shall promptly forward the original signed form to Ms. Robyn J. Wright, Catawba Hospital, P. O. Box 200, Catawba, Virginia 24070-0200. Unauthorized disclosure of confidential patient information may result in termination of the contract and legal action against the Contractor and their employee(s).
- I. CONTRACTUAL DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. Written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The contract may require submission of an invoice for final payment within a certain time after completion and acceptance of work. Pendency of claims shall not delay payment amounts agreed due in the final payment

Contractor Name:		Subcontractor Name:	
License #:		Type:	

- J. IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From:

_____	_____	_____
Name of Bidder	Due Date	Time
_____	_____	_____
Street or Box Number	IFB No.	
_____	_____	_____
City, State, Zip	IFB Title	

Name of Contract/Purchase Officer or Buyer: Robyn Wright

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- K. INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

- L. PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: "Other Services" as based on the Table 6 for the most recent 12-month period. No price increases will be authorized for 180 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

- M. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- N. REFERENCES:** Bidders shall provide a list of a designated number of references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

	Organization	Address	Contact Person	Telephone
1.				

- O. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one (1) year periods, under the terms of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall given approximately 60 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W Table 6 section (Commodity & Service Group) of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W Table 6 section (Commodity & Service Group) of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- P. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- Q. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- R. CONTINUITY OF SERVICES:**

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

- (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - 2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
 - 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- S. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- U. TOBACCO-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to adhere to the facility's tobacco-free workplace policy. No tobacco use will be permitted on facility grounds and structures. Contractor agrees to ensure its employees and any subcontractors remain tobacco-free while on facility grounds and in facility structures, including in their personal vehicles when located on facility grounds.

VI. METHOD OF PAYMENT

The Contractor shall be paid using one of the following two methods:

- a. Small Purchase Credit Card: The Commonwealth's preferred method of payment is the utilization of a credit card. At the time of order placement, the customer may authorize payment by the Agency's Small Purchase Credit Card.
- b. Payment will be made, Net 30, after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. Catawba Hospital shall make monthly payments to the Contractor on the basis of payment during the month following the month in which the service was rendered. Catawba Hospital reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modification thereof.
- c. All invoices shall be submitted to:

Accounts Payable
Julie Adkins
Catawba Hospital
P. O. Box 200
Catawba, Virginia 24070-0200

VII. ATTACHMENTS:

- A. REFERENCE DATA SHEET
- B. PRICING SCHEDULE
- C. PERSONNEL SHEET
- D. CONFIDENTIALITY AGREEMENT
- E. STATE CORPORATE COMMISSION FORM
- F. CONTRACTOR DATA SHEET

**CATAWBA HOSPITAL
CATAWBA, VIRGINIA**

ATTACHMENT A

REFERENCE DATA SHEET

To Be Completed By Bidder

1. **QUALIFICATION OF BIDDER:** The Bidder must have the capability and capacity in all response to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service:
_____ years _____ months.
3. **REFERENCES:** Indicate below a list of four (4) recent references for which you have provided this type of service. Include the date service was furnished and the name and address of the person the Agency has your permission to contact.

DATE	CLIENT NAME AND ADDRESS	CONTACT PERSON & PHONE NUMBER
(1)		
Value: \$		()
(2)		
Value: \$		()
(3)		
Value: \$		()
(4)		
Value: \$		()
(5)		
Value: \$		()

CATAWBA HOSPITAL
CATAWBA, VIRGINIA

ATTACHMENT B
PRICING SCHEDULE

The Contractor agrees to provide the services in compliance with the Scope of Service and Terms and Conditions at the firm fixed price as follows:

REFUSE DISPOSAL

- A. SELF-CONTAINED COMPACTOR RENTAL.....\$ _____/MONTH
- B. HAUL CHARGE FOR LANDFILL DISPOSAL.....\$ _____/TRIP
- C. OPEN TOP 30 YD CONTAINER (periodically use)\$ _____/DAY

RECYCLE CONTAINERS

- D. RENTAL FOR SELF-CONTAINED
COMPACTOR FOR CARDBOARD.....\$ _____/MONTH
- E. RENTAL FOR ONE COMPARTMENT
CONTAINER FOR MIXED PAPER &\$ _____/MONTH
- F. HAUL CHARGE FROM RECYCLED MATERIAL.....\$ _____/TRIP

LANDFILL CHARGES.....\$ _____/TON

- The Agency will reimburse the Contractor for Actual Landfill Charges upon receipt of actual landfill tickets submitted with invoices.

The Contractor shall remit to the Agency the current Market Value for materials recycled.

REGULATED MEDICAL WASTE

- G. LIST BOX DIMENSIONS: _____
- H. LIST APPROXIMATE WEIGHT ALLOWED PER BOX: _____
- I. LIST APPROXIMATE GALLONS PER BOX: _____

THE VENDOR SHALL INCLUDE THE PRICE OF BOXES AND BAGS IN THE COST OF DISPOSAL. SUPPLIES SHALL NOT BE LISTED AS A SEPARATE COST.

- J. COST PER BOX (inclusive of supplies/transportation).....\$ _____

METHOD OF DISPOSAL: _____

Name/Location of Treatment Facility: _____

Contact Name/Telephone: _____

Name/Location of Disposal Facility: _____

Contact Name/Telephone: _____

RESPONSES MUST BE SUBMITTED ON THIS FORM. DO NOT REMOVE THIS PAGE. RETURN ALL PAGES OF THE INVITATION FOR BID.

BIDDERS MUST SUBMIT REQUESTED INFORMATION FROM SECTIONS II.2.1.5 & II.2.1.8 WITH THE BID PACKET.

CATAWBA HOSPITAL
CATAWBA, VIRGINIA

ATTACHMENT C

PERSONNEL SHEET

Drivers possessing Commercial Drivers License:

NAME	LICENSE #
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

CATAWBA HOSPITAL
CATAWBA, VIRGINIA

ATTACHMENT D

CONFIDENTIALITY AGREEMENT FOR BIDDERS AND CONTRACTORS

**REFERENCE: IFB #724-13029-1, GARBAGE/TRASH/REGULATED MEDICAL WASTE REMOVAL,
DISPOSAL AND RECYCLING SERVICES**

Catawba Hospital, an Agency of the Commonwealth of Virginia, is committed to preserving the confidentiality of patient identity, medical records, and data systems. Any information learned about individual patients and their families in the course of carrying out service contracts with Catawba Hospital is privileged information, subject to all applicable federal and state laws that protect the rights of patients in psychiatric facilities.

As a condition of or being awarded a service contract with Catawba Hospital, an Agency of the Commonwealth of Virginia, all Contractors shall agree to hold in confidence any patient-related information received either directly or indirectly, **on site or elsewhere**, in the course of carrying out contractual services, and to maintain this confidentiality following the termination of the contract.

Contractors are also held responsible for ensuring that any of their employees involved in providing contract services to the Hospital know and comply with these confidentiality requirements.

Unauthorized disclosure of confidential patient information may result in termination of the contract and legal action.

.....

AGREEMENT FOR CONTRACTOR EMPLOYEES

As an employee of _____, I agree to maintain confidentiality of all patient related information I may acquire during the course of and after providing contractual services to Catawba Hospital. I understand that any unauthorized disclosure of patient information during my employment or following my employment with _____ may result in legal action against me.

PRINT NAME

FIRM NAME

SIGNATURE

DATE

**CATAWBA HOSPITAL
CATAWBA, VIRGINIA**

ATTACHMENT E

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The Contractor Company:

_____ (name of company)

is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

**CATAWBA HOSPITAL
CATAWBA, VIRGINIA**

ATTACHMENT F

CONTRACTOR DATA SHEET

Please fill out the following information as complete as possible. This information will enable us to verify all current Vendor Profiles. If further information is needed, contact the Purchasing Office at (540) 375-4360.

Vendor Name:		Trade Name:		
DUNS Number:		FEIN Number:		
Phone Number:		Fax Number:		
Email:		Service Area of Business:		
Ordering Address:		Ordering Point of Contact:		Phone #:
Invoice Address:		Invoicing Point of Contact:		Phone #:
Solicitation Address:		Solicitation Point of Contact:		Phone #:
Commodities:				

eVA and SWAM Information - Please mark as applicable.

REPRESENTATION AND CERTIFICATION

eVA Certification: Vendor certifies that it ☐ is, ☐ is not, registered in eVA. If registered, enter your eVA Certification Number:
_____.

Small Business: Vendor certifies that it ☐ is, ☐ is not, an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Woman-Owned/Controlled: Vendor certifies that it ☐ is, ☐ is not, a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned/Controlled: Vendor certifies that it ☐ is, ☐ is not, a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

Name:		Signature:	
Title:		Date:	